

This Instrument Prepared By:
W. James Gooding, III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return To:
Marion County Office of County Engineer
412 SE 25th Avenue
Ocala, FL 34471

Recording: \$ _____

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT made and entered into this _____, 2025,
(the "Effective Date"), by and between:

- Marion County, a political subdivision of the State of Florida ("County"); and
- Shores Sand Mine, LLC, a Florida limited liability company ("Developer").

WHEREAS:

- A. Developer owns the real property (the "Property") described in the attached **Exhibit A**.
- B. Developer intends to record a plat (the "Plat") of the Property establishing a subdivision (the "Subdivision") to be known as "Emerald Village."
- C. The proposed Plat will plat the Property into large lots (the "Initial Lots") to provide for flexibility in developing the Property. It is possible that, as the Subdivision is developed, the Initial Lots will need to be replatted into smaller lots (the "Smaller Lots") pursuant to one or more replats (each a "Replat").
- D. On July 14, 2025, County's Development Review Committee (the "DRC") granted to Developer a waiver from the requirement of Section 2.18.1 of the County Land Development Code on the condition that Developer enter into this Agreement.
- E. Developer is entering into this Agreement pursuant to the DRC approval.

NOW THEREFORE, IN CONSIDERATION of the payment of \$10.00 and other good and valuable consideration acknowledged by both parties, the parties do mutually covenant and agree as follows:

1. **Traffic Impact Analysis.** Developer shall submit to County for approval a traffic impact analysis performed pursuant to County's *Traffic Impact Guidelines* for the anticipated build-out of the Subdivision upon the earlier of the following:
 - 1.1. Obtaining approval of any Subdivision Improvement Plans for the Subdivision or any Replat thereof, or of any site plan or building permit within the Subdivision; or
 - 1.2. Within three (3) years after the Effective Date of this Agreement.

2. **Cross-Access.**

- 2.1. As set forth in Whereas paragraph C, it is anticipated that some of the Initial Lots may be further subdivided pursuant to one or more Replats.
- 2.2. Developer shall, in connection with any replatting or development of the Subdivision, cause an internal road network to be established so that there is cross-access between all of the Initial Lots and any Smaller Lots created by a Replat. Such road network may be constructed as Initial Lots or Smaller Lots develop, but any road in an Initial Lot shall connect to a previously constructed road on a contiguous Initial Lot or Smaller Lot.

3. **Declaration.** Prior to, or concurrently with the recording of the Plat for the Subdivision, Developer shall record a declaration of covenants (the "Declaration") consistent with the following:

- 3.1. The Declaration shall establish a homeowners' association ("HOA") for the Subdivision. The HOA shall be established pursuant to the provisions of Chapter 720, Florida Statutes, including being registered as a "not for profit corporation" with the Florida Department of State, and shall have all the rights and obligations of a homeowners' association thereunder. The HOA shall have perpetual existence and shall continue to be the homeowners' association for the Subdivision even after a Replat. The HOA shall take no action inconsistent with the obligations of Developer under this Agreement, including those set forth in paragraphs 2.2 and 3.2.
- 3.2. The Initial Lots subject to the Declaration shall be required to construct a road network consistent with the cross-access requirements of paragraph 2, above. Each Initial Lot shall have a cross-access easement to permit it, or Smaller Lots established by a Replat, to utilize the roads constructed within other Initial Lots or as shown on a Replat.

4. **Notices.**

- 4.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

4.1.1. If to County: County Engineer, 412 SE 25th Avenue, Ocala, FL 34471; email: Steven.Cohoon@marionfl.org.

4.1.1.1. With a copy to: _____; email: _____.

4.1.2. If to Developer: Matt Fabian, 4349 SE 20th Street, Ocala, FL 34471; email: mattpfabian@gmail.com.

4.1.2.1. With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

- 4.2. Each such Communication shall be deemed delivered:

- 4.2.1. On the date of delivery if by personal delivery with signed receipt thereof;
- 4.2.2. On the date of email transmission if by email (subject to paragraph 4.5); and
- 4.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
- 4.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday.
- 4.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 4.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 4.5. Concerning Communications sent by email:
 - 4.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 4.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 4.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - 4.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
 - 4.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.
- 5. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

6. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
7. **Governing Laws.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
8. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
9. **Successors and Assigns.** All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.
10. **Severability Clause.** Provisions contained in this Agreement which are determined by a court of competent jurisdiction to be contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
11. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
12. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
13. **Rules of Construction.** For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

- 13.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.
- 13.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future and past tenses of verbs defined, and to all derivatives of defined terms.
- 13.3. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.”
- 13.4. The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement.
- 13.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.
- 13.6. Where a provision involves two or more items, conditions, provisions, or events connected by the conjunction “and,” “or” or “either or,” the conjunction shall be interpreted as follows: “and” indicates that all the connected terms shall apply; “or” indicates that the connected terms may apply singly or in any combination; and “either or,” indicates that only one of the connected terms may apply.
14. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
15. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor will it cause them to be considered joint venturers or members of any joint enterprises. Further, no party under this Agreement shall be deemed to be an employee, agent, or other representative of the other party.
16. **Exhibits.**
 - 16.1. All exhibits attached to this Agreement are being incorporated by reference.
 - 16.2. The following exhibits are attached to this Agreement.
 - 16.2.1. **Exhibit A** – Property.
17. **Entire Understanding.** This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties.
18. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought.

19. **Miscellaneous.**

- 19.1. Any violation by Developer, or Developer's successors or assigns, of any provision contained herein shall be considered as a violation of this Agreement and may result in the suspension, cancellation or termination of development orders and permits by County for the Property.
- 19.2. Any amendments to the conditions or provisions contained herein shall require an amendment to this Agreement.
- 19.3. Upon execution of this Agreement, Developer shall provide funds to County for recording of this Agreement in the public records. The Agreement shall be recorded within fourteen (14) days as set forth in Section 10-323(f)(17) of the County Code. Any conveyance of any interest in the Property after execution of this Agreement and prior to recording of the Agreement in the public records, shall be subject to the terms and conditions of this Agreement. Developer shall be responsible for the disclosure of the existence of this Agreement.

THEREFORE, the Parties have entered into this Agreement effective the date first set forth above.

[SIGNATURES ON FOLLOWING PAGES]

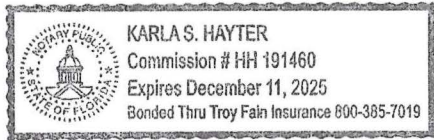
OWNER

Shores Sand Mine, LLC, a Florida limited liability company

By: *Floyd S. Salser*
Floyd S. Salser, III, as Manager

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of OCTOBER, 2025, by Floyd S. Salser, III, as Manager of Shores Sand Mine, LLC, a Florida limited liability company, on behalf of company.



Karla S. Hayter
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number: HH191460
Commission Expires: 12/11/2025

✓ Notary: Check one of the following:

- ☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

COUNTY

MARION COUNTY, FLORIDA, a political
subdivision of the State of Florida, by its Board
of County Commissioners

By: _____
Carl Zalak, III, Chairman

ATTEST:

Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:


Matthew Guy Minter, County Attorney

**EXHIBIT A
PROPERTY**

LOTS 1 THROUGH 22 BLOCK 722, LOTS 1 THROUGH 13 BLOCK 723, LOTS 1 THROUGH 17 AND LOTS 20 THROUGH 35 BLOCK 724, ALL OF BLOCK 725, BIRCH ROAD, BIRCH PLACE, BIRCH COURT, THAT PORTION OF EMERALD RADIAL LYING ADJACENT TO BLOCKS 722 AND 723 AND THAT PORTION OF CYPRESS ROAD LYING ADJACENT TO BLOCKS 722 AND 723, SILVER SPRINGS SHORES UNIT NO. 29, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK J, PAGES 227 THROUGH 231, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTIONS 16, 21 AND 22, TOWNSHIP 16 SOUTH, RANGE 23 EAST. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 17, BLOCK 724 OF SAID PLAT OF SILVER SPRINGS SHORES UNIT NO. 29; THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7467, PAGE 1704, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: (1) S.29°15'56"W., 477.89 FEET; (2) THENCE S.60°49'21"E., 199.99 FEET; (3) THENCE N.29°23'08"E., 25.05 FEET; (4) THENCE S.60°37'52"E., 295.16 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF OAK ROAD (HAVING A 100 FOOT RIGHT OF WAY), SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,236.75 FEET, A CENTRAL ANGLE OF 04°41'05", AND A CHORD BEARING AND DISTANCE OF S.47°50'12"W., 101.09 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 101.12 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT OF WAY, S.50°12'17"W., 966.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°38'32", AND A CHORD BEARING AND DISTANCE OF N.84°28'38"W., 35.86 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.99 FEET TO THE END OF SAID CURVE; THENCE DEPARTING THE NORTHWESTERLY RIGHT OF WAY LINE OF OAK ROAD, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD (HAVING A 100 FOOT RIGHT OF WAY), N.38°38'13"W., 1,523.57 FEET TO THE SOUTHERLY MOST CORNER OF A WATER RETENTION AREA IN BLOCK 724 (SOUTH OF LOT 1); THENCE DEPARTING THE NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, N.51°22'02"E., 120.39 FEET TO THE EASTERLY MOST CORNER OF SAID WATER RETENTION AREA; THENCE DEPARTING THE SOUTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, ALONG THE NORTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, N.38°37'58"W., 504.23 FEET TO THE NORTHERLY MOST CORNER OF SAID WATER RETENTION AREA; THENCE DEPARTING THE NORTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CYPRESS ROAD (HAVING AN 80 FOOT RIGHT OF WAY), THE FOLLOWING TWO (2) COURSES: (1) S.51°22'02"W., 95.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.06°22'02"W., 35.36 FEET; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE AND TO A POINT ON AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY LINE OF CYPRESS ROAD, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, N.38°37'58"W., 405.00 FEET TO THE SOUTHERLY MOST CORNER OF THE WATER RETENTION AREA IN BLOCK 723; THENCE DEPARTING THE NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, N.51°22'02"E., 275.00

FEET TO THE EASTERLY MOST CORNER OF SAID WATER RETENTION AREA; THENCE DEPARTING THE SOUTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, ALONG THE NORTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, N.38°37'58"W., 300.00 FEET TO THE NORTHERLY MOST CORNER OF SAID WATER RETENTION AREA; THENCE DEPARTING THE NORTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, ALONG THE NORTHWESTERLY BOUNDARY OF SAID WATER RETENTION AREA, S.51°22'02"W., 275.00 FEET TO THE WESTERLY MOST CORNER OF SAID WATER RETENTION AREA; THENCE DEPARTING THE NORTHWESTERLY BOUNDARY OF SAID WATER RETENTION AREA, ALONG AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, N.38°36'42"W., 454.42 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 66°36'34", AND A CHORD BEARING AND DISTANCE OF N.05°18'36"W., 768.73 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 813.79 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, N.28°05'49"E., 322.64 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CSX RAILROAD (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE CSX RAILROAD THE FOLLOWING THREE (3) COURSES: 1) S.60°43'59"E., 792.46 FEET; 2) THENCE S.89°36'26"W., 80.10 FEET; 3) THENCE S.60°41'35"E., 1,506.43 FEET TO THE NORTHEASTERLY CORNER OF LOT 22, BLOCK 722; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY LINE OF THE CSX RAILROAD, ALONG THE EASTERLY BOUNDARY OF SAID LOT 22, BLOCK 722, S.29°16'28"W., 558.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED CYPRESS ROAD; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOT 22, BLOCK 722, ALONG THE PROJECTION THEREOF, S.30°03'05"W., 79.87 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID CYPRESS ROAD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.60°43'16"E., 1,059.62 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 93.74 ACRES, MORE OR LESS.

P:\JG\Vandeven\Emerald Village Development\Dev K\Developers Agreement 10-7-25 Execution Copy.docx